

Gail J. Standish (SBN: 166334)
 gstandish@winston.com
 Peter E. Perkowski (SBN: 199491)
 pperkowski@winston.com
 Christian Dodd (SBN: 235251)
 cdodd@winston.com
 WINSTON & STRAWN LLP
 333 S. Grand Avenue
 Los Angeles, CA 90071-1543
 Telephone: (213) 615-1700
 Facsimile: (213) 615-1750

Attorneys for Plaintiff and Counterclaim
 Defendant CROSS MEDICAL PRODUCTS, LLC

Daniel T. Pascucci (SBN 166780)
 dpascucci@mintz.com
 Susie S. Yoo (SBN: 243630)
 syoo@mintz.com
 MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO P.C.
 3580 Carmel Mountain Road, Suite 300
 San Diego, CA 92130
 Telephone: (858) 314-1500
 Facsimile: (858) 314-501

Robert I. Bodian (Admitted *Pro Hac Vice*)
 rbodian@mintz.com
 MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO P.C.
 666 Third Avenue, 25th Floor
 New York, NY 10017
 Telephone: (212) 692-6726
 Facsimile: (212) 983-3115

Attorneys for Defendant and Counterclaim
 Plaintiff ALPHATEC SPINE, INC.

**United States District Court
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION**

CROSS MEDICAL PRODUCTS, LLC,	}	Case No. SACV10-00176 MRP (MLGx)
Plaintiff and Counterclaim		The Hon. Mariana R. Pfaelzer
Defendant,		STIPULATED PROTECTIVE ORDER
vs.		
ALPHATEC SPINE, INC.,	Complaint Filed: Feb. 10, 2010	
Defendant and Counterclaim	}	
Plaintiff.		

1 **STIPULATED PROTECTIVE ORDER**

2 Plaintiff and Counterclaim Defendant Cross Medical Products, LLC and
3 Defendant and Counterclaim Plaintiff Alphatec Spine, Inc. (individually, a “Party,”
4 together, the “Parties”) have stipulated to this Order by their undersigned counsel.

5 The Parties represent that pre-trial discovery in this case will necessarily
6 include matters that are confidential and proprietary to the on-going business of
7 the Parties and may require the production of the Parties’ respective research
8 and development efforts, clinical trials, proprietary product formulations,
9 methods of manufacture, and material non-public financial information.

10 Such information falls within recognized categories of information that
11 may be protected from public disclosure through confidentiality designations
12 under a protective order. *See* Fed. R. Civ. Proc. 26(c)(1)(G) (allowing
13 protection of “trade secret or other confidential research, development or
14 commercial information”).

15 The Parties further represent that public disclosure of such material
16 poses a substantial risk of great economic harm in that discovery of a Party’s
17 trade secrets and other proprietary commercial information would put the
18 Party at a competitive disadvantage and would be a windfall to the discovering
19 (competing) Party.

20 For the foregoing reasons, good cause exists for entry of this Order to
21 facilitate pre-trial disclosure while assuring the safety of these sensitive
22 disclosures. *See* Fed. R. Civ. Proc. 26(c).

23 This Order shall apply to all pre-trial discovery, including any third party
24 discovery, and all pre-trial filings with the Court. The Parties agree to confer
25 in good faith, in consultation with the Court, in establishing procedures for the
26 use of materials designated as confidential in any evidentiary hearing or trial,
27 which may include a request to close the Courtroom when confidential
28 information may be revealed in the course of such hearing or trial. In the

1 absence of an agreement of the Parties or further order of the Court, no
2 confidential materials may be used in any public hearing. This Order does not restrict
3 or govern the use of any materials at trial.

4 IT IS HEREBY ORDERED that the following provisions shall govern the
5 conduct of pre-trial proceedings in this action.

6 1. This Stipulated Protective Order (the “Order”) shall govern all discovery
7 in this matter, including the handling and treatment of all confidential, trade secret, or
8 proprietary documents, materials and other information, including deposition
9 testimony and deposition transcripts that are produced or provided in the course of
10 pre-trial discovery and preparation for trial in case SACV10-00176 (the
11 “Litigation”).

12 2. The period of time within which any action must or can be performed
13 pursuant to this Order shall be calculated in accordance with Rule 6 of the Federal
14 Rules of Civil Procedure, unless otherwise stipulated by the Parties.

15 3. For purposes of this Order, the term “Discovery Material” means any
16 document, material, item, testimony, or thing filed with or presented to the Court or
17 produced, served, or generated during the discovery process, including, for example,
18 production documents, product samples and any information or data derived from
19 such samples, exhibits, answers to interrogatories, responses to requests for
20 admissions, responses to requests for production, subpoenas, declarations, affidavits,
21 and deposition testimony or transcripts, and all copies, extracts, summaries,
22 compilations, designations, and portions thereof.

23 4. For purposes of this Order, the term “Confidential Material” shall mean
24 any Discovery Material that a Party designates as “Confidential” or “Confidential –
25 Attorneys’ Eyes Only” in the manner set forth herein.

26 5. For purposes of this Order, the term “Producing Party” means any Party
27 to this action or any third party, including its counsel, retained experts, directors,
28 officers, employees, or agents, who produces any Discovery Material. The term

1 “Receiving Party” means any Party to this action or any third party, including its
2 counsel, retained experts, directors, officers, employees, or agents, who receives any
3 Discovery Material.

4 6. This Order shall apply to all information, documents and other items
5 subject to discovery in this Litigation, including without limitation testimony adduced
6 at depositions upon oral examination or upon written questions pursuant to Rules 30
7 and 31, answers to interrogatories pursuant to Rule 33, documents produced pursuant
8 to Rule 34, information obtained from inspection of premises or things pursuant to
9 Rule 34, answers to requests for admission pursuant to Rule 36, and documents,
10 things, or testimony obtained from non-parties pursuant to Rule 45, and regardless of
11 whether the material is filed with the Court.

12 7. For purposes of this Order, the term “document” means all tangible
13 things which come within the meaning of “writing” contained in Rule 1001 of the
14 Federal Rules of Evidence, or within the meaning of “document” or “tangible thing”
15 contained in Rule 34 of the Federal Rules of Civil Procedure.

16 8. A Party may designate as Confidential Material any Discovery Material
17 (including discovery responses or portions thereof) that is not publicly known and
18 contains or discloses information relating to, referencing, or pertaining to highly
19 sensitive or highly proprietary technical, business or personal information, the
20 improper use or disclosure of which could do harm to the Producing Party’s business,
21 employees, or other persons, including but not limited to confidential customer lists,
22 trade secrets relating to current or future products, non-public documents concerning
23 pending patent applications, documents providing the formulation ingredients and
24 amounts, and non-public FDA filings and/or FDA communications or drafts thereof,
25 provided that such materials meet the definition of Confidential Material contained in
26 this paragraph, and further provided that by agreeing to this Protective Order, no Party
27 waives the right to challenge any other Party’s designation of any information as
28 “Confidential” or “Confidential – Attorneys’ Eyes Only.”

1 9. The designation of Confidential Material as “Confidential” shall be made
2 by stamping or writing the words “CONFIDENTIAL” on each page of the Discovery
3 Material so designated. The designation of Confidential Material as “Confidential –
4 Attorneys’ Eyes Only” shall be made by stamping or writing the words
5 “CONFIDENTIAL – Attorneys’ Eyes Only” on each page of the Discovery Materials
6 so designated. Discovery Material that is designated Confidential or Confidential –
7 Attorneys’ Eyes Only may be disclosed only to the individuals identified in Paragraph
8 15 and 16, *infra*, respectively. All Confidential Material, whether designated as
9 “Confidential” or “Confidential – Attorneys’ Eyes Only,” must be used solely for the
10 Litigation and the preparation and trial of the Litigation, or in any related appellate
11 proceedings. Confidential Material and any information contained therein shall not
12 be used for any other purpose, directly or indirectly, including without limitation any
13 other litigation, any patent prosecution, or any communication with the FDA (unless
14 subpoenaed or otherwise requested by the FDA).

15 10. All Confidential Material not reduced to documentary or tangible form or
16 which cannot reasonably be designated in the manner set forth in Paragraph 9, *supra*,
17 shall be designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” by
18 informing the Receiving Party of such designation in writing contemporaneous with
19 the production of the Confidential Material and by labeling the container for such
20 Confidential Material with the appropriate legend.

21 11. Confidential Materials may be provided, disclosed or communicated to
22 the persons permitted under Paragraphs 15 and 16 *infra* only after such persons have
23 been: (a) provided with, and have reviewed, a copy of this Order; and or (b) informed
24 of the terms and restrictions of this Order. In addition, such person must acknowledge
25 that they understand they are bound by and have to abide by the terms of this Order.

26 Confidential Materials may be provided, disclosed or communicated to persons
27 referred to in Paragraph 15(c), (d), (e), (f), (g), (h) and Paragraph 16 ((c), (d) and (e)
28 only after such person has been provided with a copy of this Order and has signed a

1 statement in the form attached hereto as Exhibit A. An executed Acknowledgement
2 shall be deemed a discovery paper and served in accordance with Rule 5 of the
3 Federal Rules of Civil Procedure, or as agreed by the Parties.

4 12. A non-party to the Litigation (e.g., a third party producing Discovery
5 Material pursuant to subpoena) may designate any Discovery Material as
6 ““Confidential” or “Confidential – Attorneys’ Eyes Only” as set forth in Paragraph 9,
7 *supra*. If so designated, such Discovery Materials shall be subject to the same
8 restrictions and conditions as Discovery Materials designated by any Party as
9 “Confidential” or “Confidential – Attorneys’ Eyes Only”.

10 13. Notwithstanding the foregoing, a Producing Party’s or producing non-
11 party’s inadvertent failure to designate its Discovery Material as “Confidential” or
12 “Confidential – Attorneys’ Eyes Only” as set forth in Paragraph 9, *supra*, shall not
13 constitute a waiver of any claim that the Discovery Material is entitled to protection
14 under this Order, provided that the Producing Party notifies all Receiving Parties that
15 such Discovery Material is “Confidential” or “Confidential – Attorneys’ Eyes Only”
16 within a reasonable amount of time from when the failure to designate first became
17 known to the Producing Party. Within a reasonable time of learning of its inadvertent
18 failure to designate its Discovery Material as “Confidential” or “Confidential –
19 Attorneys’ Eyes Only”, any Party or non-party may so designate its Discovery
20 Material as “Confidential” or “Confidential – Attorneys’ Eyes Only”, or may correct
21 any mis-designation, with the effect that the Discovery Material thereafter shall be
22 subject to the protections of this Order as if the desired designation originally had
23 been made. In the event that a belated designation is made, each Receiving Party
24 promptly shall take all reasonable steps to implement the designation in accordance
25 with the Federal Rules of Civil Procedure.

26 14. A Party or non-party may designate any deposition transcript or portion
27 thereof as “Confidential” or “Confidential – Attorneys’ Eyes Only” by so stating on
28 the record or by giving notice in writing to the other Parties and non-parties within ten

(10) calendar days of receipt of the deposition transcript, prior to which time all deposition transcripts shall be treated as Confidential Material in their entirety. Whenever Confidential Material is expected to be disclosed in a deposition, a Party or non-party expecting to make a confidentiality designation shall have the right to exclude from attendance at the deposition every person except the deponent, the stenographer, the videographer, and those individuals authorized under Paragraphs 15 and 16 of this Order, *infra*, to receive the Confidential Material. All designations of confidentiality shall be made reasonably and in good faith. In the event the deposition is videotaped, the original and all copies of the videotape shall be marked by the video technician to indicate that the contents of the videotape are subject to the Order, substantially as set forth below:

This videotape contains confidential testimony used in this case and is not to be viewed or the contents thereof to be displayed or revealed except by order of the Court, or pursuant to written stipulation of the parties.

Only persons to whom Confidential Material may be disclosed pursuant to this Order may be present in a deposition for testimony relating to Confidential Material.

15. Confidential Material designated as “Confidential” shall be available only to the following persons, subject to the terms of Paragraph 11, *supra*:

a. the Receiving Party’s outside counsel of record in the Litigation and members, associates, and employees of the law firms of such counsel of record, to the extent necessary for that respective person’s involvement in the Litigation.;

b. Judges, Magistrate Judges, law clerks and clerical personnel of the Court before which the Litigation are pending, including qualified court reporters;

c. the Receiving Party’s outside independent consultants or experts, excluding employees, officers, or directors of a named Party or owners of more

1 than a two-percent interest in a named Party, retained by any of the Parties or
2 their counsel to consult or testify in the case, subject to the provisions set forth
3 in Paragraph 16;

4 d. independent stenographic personnel, court reporters,
5 videographers, document imaging, database services, or photocopying services
6 providing services to the Receiving Party in the Litigation;

7 e. independent graphics or demonstrative services providing services
8 to the Receiving Party in the Litigation provided that they first execute an
9 Acknowledgment, in the form attached hereto as Exhibit A, agreeing to be
10 bound by the provisions of this Order and the limitations set forth therein;

11 f. authors or drafters of the Confidential Material; anyone to whom
12 the Confidential Material was addressed; anyone who received the Confidential
13 Material prior to the commencement of this action; anyone who received the
14 Confidential Material independently and outside of this action and not in
15 violation of this Order. A person may be shown Confidential Material at a
16 deposition to determine if that person authored, received, knew of, or provided
17 any information contained in the Confidential Material;

18 g. The Receiving Party's trial consulting services for the Litigation
19 provided that they first execute an Acknowledgment, in the form attached
20 hereto as Exhibit A, agreeing to be bound by the provisions of this Order and
21 the limitations set forth therein;

22 h. Persons who have been retained by the Receiving Party to provide
23 translation or interpretation from one language to another provided that they
24 first execute an Acknowledgment, in the form attached hereto as Exhibit A,
25 agreeing to be bound by the provisions of this Order and the limitations set
26 forth therein;

27 i. any other person to whom the Producing Party agrees beforehand,
28 in writing, that disclosure may be made, or to whom the Court determines that

1 disclosure may be made; and

2 j. in-house counsel for a Party and in-house counsel staff working on
3 the Litigation.

4 16. Other than persons as expressly set forth in subparagraphs (a) through (f)
5 of this Paragraph, no other counsel shall be permitted access to Discovery Materials
6 designated “Confidential – Attorneys’ Eyes Only” in this Action unless otherwise
7 agreed to by all of the Parties in writing. Discovery Materials designated
8 “Confidential – Attorneys’ Eyes Only” shall not be provided, disclosed or
9 communicated to a Party, or to any officer, director, employee or agent of a Party,
10 unless otherwise agreed by the designating party or parties in writing or as expressly
11 provided herein. Discovery Material designated as “Confidential – Attorneys’ Eyes
12 Only” shall be available only to the following persons listed below subject to the
13 terms of Paragraph 11, *supra*:

14 a. the Receiving Party’s outside counsel of record in the Litigation
15 and members, associates, and employees of the law firms of such counsel of
16 record, to the extent necessary for that respective person’s involvement in the
17 Litigation;

18 b. up to two (2) designated in-house counsel for each Party; provided,
19 however, that such designated in-house counsel first execute an
20 Acknowledgement, in the form attached hereto as Exhibit A, agreeing to be
21 bound by the provisions of this Order and the limitations set forth therein.
22 Before the designated in-house counsel may have access to any Material
23 designated as “Confidential – Attorneys’ Eyes Only,” the executed
24 Acknowledgment shall be served as set forth in Paragraph 11;

25 c. Judges, Magistrate Judges, law clerks and clerical personnel of the
26 Court before which the Litigation are pending, including qualified court
27 reporters;

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1 d. independent contractors, experts, consultants or advisors who are
2 employed or retained by, or on behalf of, any of the Parties or counsel for the
3 Parties to this Action to assist in preparation of the trial;

4 e. stenographic reporters who are involved in depositions or any
5 hearings or proceedings; and

6 f. any other person, such as witnesses as to whom the Parties agree in
7 writing that disclosure is appropriate; with respect to witnesses or any other
8 persons, the Parties agree that they will reasonably and in good faith confer
9 regarding the need for/appropriateness of such disclosures.

10 17. Unless the designating party agrees otherwise, and subject to the
11 provisions of Paragraph 16 *supra*, documents designated “Confidential – Attorneys’
12 Eyes Only” and any summaries, charts or notes made therefrom, and any facts or
13 information contained therein or derived therefrom, shall not be disclosed to any
14 persons other than those identified in Section 16, *supra*.

15 18. Before a Receiving Party may disclose a Producing Party’s Confidential
16 Material to any independent expert or consultant (“Expert”) pursuant to the terms of
17 Paragraph 15(c), *supra*, the Receiving Party shall, at least seven (7) calendar days
18 prior to such disclosure, notify the Producing Party, in writing, of its intent to disclose
19 Confidential Material to such person. Such notification shall be made to all counsel of
20 record in the Litigation and shall include (1) the name, current address, and present
21 employment affiliation (including job title) of the Expert to whom such disclosure is
22 proposed, (2) a copy of the Expert’s current and up-to-date resume, (3) the Expert’s
23 consulting activities and job history for the past five (5) years, (4) any past or present
24 relationship if any, with the Receiving Party, and (5) a copy of the Acknowledgement
25 signed by the Expert in the form attached hereto as Exhibit A. To the extent that a
26 prospective expert cannot provide any of the aforementioned information required by
27 (3) above, the Receiving Party shall advise the Producing Party and the Parties shall
28 confer in good faith to address and attempt to resolve the issue. The Producing Party

1 receiving such notification may, for good cause, object to the proposed disclosure by
 2 giving notice of such objection and the reasons therefore, in writing, to the Receiving
 3 Party. Such notice of objection shall be made within seven (7) calendar days of
 4 receipt of the notification of intent to disclose, and no disclosure shall be made before
 5 expiration of the seven (7) day objection period. If an objection is made, the involved
 6 Parties shall confer in good faith to resolve the disagreement and no disclosure may be
 7 made to such Expert absent consent by the objecting Party as set forth in Paragraph
 8 15(i), *supra*, or by order of the Court, upon application by the Party seeking to
 9 disclose Confidential Materials. Failure to object within the time periods set forth
 10 above shall be deemed consent to the proposed disclosure as set forth in the
 11 notification.

12 19. Counsel for the Parties shall employ reasonable protective measures to
 13 ensure that Confidential Material is used only for the purposes specified herein and
 14 disclosed only to authorized persons. All Confidential Material shall be kept in a
 15 secure manner by each Receiving Party and by those who are authorized to have
 16 access to such material as set forth in Paragraphs 15 and 16, *supra*.

17 20. All Confidential Material presented to the Court through argument,
 18 memoranda, pleadings, or otherwise shall be submitted pursuant to this Court's rules
 19 for filing documents under seal. All Confidential Material filed under seal shall be
 20 contained in a sealed envelope or container bearing a statement substantially in the
 21 following form:

22 CONFIDENTIAL INFORMATION SUBJECT TO

23 PROTECTIVE ORDER ENTERED BY THE COURT

24 This envelope (or container) containing the above-
 25 identified papers filed by [name of Party] is not to be
 26 opened nor the contents thereof displayed or revealed
 27 except by further Order of the Court or by agreement of
 28 the Parties.

1 The contents of such filings shall be kept under seal by the Court and treated in
2 accordance with the provisions of this Order.

3 21. If a Receiving Party that has obtained Confidential Material pursuant to
4 this Order: (a) is subpoenaed in another proceeding; (b) is served with a demand in
5 another action to which it is a party; or (c) is served with any other legal process by
6 one not a Party to the Litigation, for the purpose of obtaining the disclosure of such
7 Confidential Material, that Receiving Party shall, prior to complying with any court
8 order and/or subpoena, first object on the grounds that, at a minimum, the
9 Confidential Material is covered by this Order and give prompt written notice of its
10 receipt of such subpoena, demand, or legal process to counsel of record for all Parties
11 to the Litigation and any participating non-party so as to allow any Party or
12 participating non-party at least ten (10) calendar days, or such lesser time as such
13 subpoena, demand, or legal process specifies for production, to intercede and protect
14 its rights. A party who has complied with this paragraph by objecting and giving
15 prompt written notice shall not be found in breach of this Order by producing
16 Confidential Material pursuant to a court order in another action or proceeding.

17 22. In the event that any Confidential Material is disclosed to someone not
18 authorized to receive such material under this Order, or if a person so authorized
19 breaches any of his or her obligations under this Order, counsel of record for the Party
20 or non-party involved immediately shall disclose the unauthorized disclosure or
21 breach to the Producing Party's counsel of record, and also shall use his or her best
22 efforts to obtain the return of all copies of the Confidential Material and to prevent
23 any further disclosures of the same.

24 23. If a Receiving Party objects to the designation of any Discovery Material
25 as "Confidential" or "Confidential – Attorneys' Eyes Only," the Receiving Party so
26 objecting shall state the objection by letter to counsel of record for the Producing
27 Party. After providing this notice of objection, the Parties (and to the extent the
28 challenged designation is made by a non-party, such non-party or its counsel) shall

1 confer within ten (10) calendar days in an attempt to resolve the dispute regarding the
2 designation. If the Parties (or non-parties) are unable to resolve the dispute, the
3 Producing Party must within an additional ten (10) calendar days move the Court for
4 an order approving the designation of “Confidential” or “Confidential – Attorneys’
5 Eyes Only.” Until the Court rules on the motion, the relevant Discovery Material
6 shall continue to be treated by each Receiving Party as Confidential Material, subject
7 to the terms of this Order.

8 24. Nothing herein shall preclude anyone from seeking an order from the
9 Court that any portion of the evidence be taken *in camera*, with all related testimony
10 and Confidential Material sealed and withheld from the general public.

11 25. Upon final termination of the Litigation and exhaustion of all avenues of
12 appeal, each Receiving Party shall assemble and return to the appropriate Producing
13 Party, or destroy and subsequently certify to the Producing Party destruction of, all
14 Confidential Material (except attorney work product), and all copies thereof, provided
15 that nothing herein shall preclude lead counsel for each of Parties from retaining one
16 copy of any discovery responses, pleadings, and filings with the Court, and any
17 Confidential Material that was attached or identified as an exhibit (i) to any pleading
18 or paper submitted to the court during the course of the Litigation, (ii) to a deposition
19 taken in the Litigation, or (iii) to a list of exhibits used at any trial or hearing in the
20 Litigation, and all such Confidential Material shall remain subject to this Order.

21 26. In the event that any information produced in discovery is claimed to be
22 subject to a claim of privilege or protection as work product, Rule 26(b)(5) of the
23 Federal Rules of Civil Procedure and Rule 502 of the Federal Rules of Evidence shall
24 govern any dispute related thereto.

25 27. Nothing herein shall prevent a Party from seeking to amend, modify, or
26 change the terms of this Order, either by means of a signed agreement between all of
27 the Parties that is submitted to the Court for its approval, or by moving for relief from
28 the Court.

1 28. Nothing herein shall be construed to affect in any way the evidentiary
2 admissibility of any document, testimony, or other matter at any court proceeding
3 related to this matter. The designation of Discovery Material as “Confidential” or
4 “Confidential – Attorneys’ Eyes Only” pursuant to this Order shall not, for that reason
5 alone, bar its introduction or use at any court proceeding related to this matter
6 pursuant to such terms and conditions as the Court may deem appropriate, consistent
7 with the need for a complete and accurate record of the proceedings; provided,
8 however, that every effort shall be made, through the use of procedures agreed upon
9 by the parties or otherwise, to preserve the confidentiality of Confidential Material.

10 29. Nothing in this Order shall bar or otherwise restrict any counsel herein
11 from rendering advice to the counsel’s party-client with respect to the Litigation, and
12 in the course thereof, relying upon an examination of Confidential Material, provided,
13 however, that in rendering such advice and in otherwise communicating with the
14 party-client, the counsel shall not disclose any Confidential Material, nor the source of
15 any Confidential Material, to anyone not authorized to receive such Confidential
16 Material pursuant to the terms of this Order.

17 30. To the extent the Parties have agreed on the terms of this Order, such
18 stipulation is for the Court’s consideration and approval as an Order.

19 31. Upon execution, this Order shall be binding upon the Parties hereto, and
20 upon their respective counsel of record, successors, assigns, subsidiaries, divisions,
21 and employees.

22 32. This Order is effective on the date of its execution and shall survive the
23 conclusion of the Litigation.

24 33. The Parties hereby expressly reserve and retain all rights, privileges, and
25 objections to the production of any document or tangible thing as set forth under
26 federal or state law and court authority interpreting such applicable law. The Parties
27 further expressly agree that execution of this Order does not waive any of their rights,
28

1 privileges and objections to the production of any document or tangible thing under
2 federal or state law and court authority interpreting such applicable law.

3
4 Dated: October 20, 2010

Respectfully submitted,

5 **WINSTON & STRAWN LLP**

6 By: /s/ Peter E. Perkowski

7 Gail J. Standish (SBN: 166334)

gstandish@winston.com

8 Peter E. Perkowski (SBN: 199491)

pperkowski@winston.com

9 Christian E. Dodd (SBN: 235251)

cdodd@winston.com

10 WINSTON & STRAWN LLP

333 S. Grand Avenue

11 Los Angeles, CA 90071-1543

Telephone: (213) 615-1700

12 Facsimile: (213) 615-1750

13 Attorneys for Plaintiff and Counterclaim
14 Defendant CROSS MEDICAL PRODUCTS,
LLC

1
2 Dated: October 20, 2010

Respectfully submitted,

3 **MINTZ LEVIN COHN FERRIS GLOVSKY**
4 **AND POPEO P.C.**

By: /s/ with consent of Susie S. Yoo

5 Daniel T. Pascucci (SBN 166780)
6 dpascucci@mintz.com
7 Susie S. Yoo (SBN: 243630)
8 syoo@mintz.com
9 MINTZ LEVIN COHN FERRIS GLOVSKY
10 AND POPEO P.C.
11 3580 Carmel Mountain Road, Suite 300
12 San Diego, CA 92130
13 Telephone: (858) 314-1500
14 Facsimile: (858) 314-501

11 Robert I. Bodian
12 rbodian@mintz.com
13 MINTZ LEVIN COHN FERRIS GLOVSKY
14 AND POPEO P.C.
15 666 Third Avenue, 25th Floor
16 New York, NY 10017
17 Telephone: (212) 692-6726
18 Facsimile: (212) 983-3115

Attorneys for Defendant and Counterclaim
Plaintiff ALPHATEC SPINE, INC.

17
18 The foregoing Stipulated Protective Order is hereby approved and shall apply to all
19 information, documents, and other items subject to discovery in this Action.

20 **IT IS SO ORDERED.**

21 Dated: October 26, 2010

22
23 

24 Mariana R. Pfaelzer, U.S.D.J.

EXHIBIT "A" TO STIPULATED PROTECTIVE ORDER

**United States District Court
CENTRAL DISTRICT OF CALIFORNIA**

CROSS MEDICAL PRODUCTS, LLC,	}	Case No. SACV10-00176 MRP (MLGx)	
Plaintiff and Counterclaim		}	The Hon. Mariana R. Pfaelzer
Defendant,			
vs.			
ALPHATEC SPINE, INC.,	}		
Defendant and Counterclaim			
Plaintiff.			

ACKNOWLEDGEMENT OF STIPULATED PROTECTIVE ORDER

I, _____, declare as follows:

1. My name is _____. I live at _____
_____. I am employed as _____
_____ (state position) by _____
_____ (state name, address and telephone number of employer).
2. I am aware that the parties have entered into a Stipulated Protective Order (the "Order") in the above-captioned litigation in the United States District Court for the Central District of California. A copy of the Order has been given to me and I have carefully read and understand it.
3. I promise and agree that material and information designated as "Confidential" or "Confidential – Attorneys' Eyes Only" under the Order will be used by me only under and in accordance with the terms of the Order.
4. I promise and agree that I will not disclose or discuss Confidential Material to or with any person other than those persons specifically listed in the Order as authorized to receive such information or material, and according to the procedures therein specified.

1
2
3 5. I understand that any use or disclosure of Confidential Material or any portions
4 or summaries thereof or any information obtained therefrom in any manner
5 contrary to the provisions of the Order, may subject me to personal liability and
6 the sanctions of the Court.

7 6. I agree to submit to the jurisdiction of the United States District Court for the
8 Central District of California for purposes of enforcing the terms of this Order
9 even if such enforcement proceedings occur after termination of this action.

10 I declare under the penalties of perjury under the laws of the State of California
11 and the United States that the foregoing is true and correct.

12 DATED this _____ day of _____, 201_

13
14 _____
15 Printed Name

16
17 _____
18 (Signature)